(1) Yes.

(2) No.

Water communication—Kunnamkulam—opening of.

154. **Mr. K. T. Mathew** *(Kunnamkulam).*—Will the Government be pleased to state:—

(a) whether Government has received any representation in 1112 for opening water communication to Kunnamkulam; and if so,

(b) what steps have been taken in the matter;

(c) whether there has been any correspondence in the matter with the Government of Madras; and if so,

(d) at what stage is the correspondence now;

(e) whether both Governments have come to any definite understanding; and if so,

(f) what is it?

Mr. V. K. Aravindaksha Menon *(Chief Engineer).*—

(a) A resolution passed by a committee in Kunnamkulam on 6th March 1937 requesting to carry out the scheme has been received.

(b) and (c). The question is under correspondence with the Madras Government.

(d), (e) and (f). The Cochin Government offered to defray all the expenses to construct the canal and the Madras Government replied that they will then not have any objection to allow this canal to be built subject, however, to certain conditions. Further negotiations are under progress.

Tender—Komanthuruthi-Thevara (Chenganad) bridge—particulars regarding.

155. **Mr. A. Narayana Menon** *(Vyttila).*—Will the Government be pleased to state:—

(a) whether tender was called for the Komanthuruthi-Thevara (Chenganad) bridge;

(b) who has been given the contract and for what sum; what are the terms of the contract;

(c) what progress, if any, has been made in the work?

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APPENDIX IV.

(Question No. 155)

Agreement made this the 25th day of Edavam 1112 between Puthenveetil Mani (hereinafter called the contractor) of the one part and the Chief Engineer of the Cochin State (hereinafter called the Chief Engineer) of the other part.

Whereas the contractor has agreed with the Chief Engineer to execute and complete the work described in the schedule herewith attached at the price in such schedule mentioned, and in conformity with the specification in such schedule, within the period of 4 months commencing from 1st day of Mithunam 1112. Now these presents witness that for carrying the said agreement into execution the contractor on the one part and the Chief Engineer on the other part do hereby mutually contract and agree as follows that is to say.—

1. The contractor has remitted a sum of Rs. 140 into the Cochin Kanayannur Treasury as per chalan No. 1241 dated 6th Meenam 1112 as part security for the due performance of the contract and he agrees that 10 per cent of the money accruing due to him from time to time may be retained by the Chief Engineer as balance security for the due performance of the contract.

2. The contractor shall commence the work not later than the 1st day of Mithunam 1112 the works particularly described in the said schedule herewith attached and will complete the whole work in accordance with the specification in the schedule and all its details and put the Chief Engineer in possession of the same before 1st day of Thulam 1113. If the Chief Engineer is satisfied that the progress of the work is not adequate he may at his option, supplement the contractor's work or cancel the contract and make other arrangements for completion of the work at the risk and loss of the contractor after giving him notice in writing to show adequate progress within a period to be therein fixed.

3. All works done by the contractor shall be subject to inspection by the Chief Engineer or his delegates or his deputies acting for and on behalf of the Chief Engineer subject to his approval or final orders and all orders issued by the Chief Engineer or persons authorised by him in all respects shall be binding on the contractor subject to the final orders of the Chief Engineer. The Chief Engineer's decision as to quality, quantity and rate of progress in the work shall be final.

4. Interim measurements may on application made by the contractor be made from time to time, the interval between two measurements being not less than a month. All works done by the contractor shall be paid for by the Chief Engineer according to the rates specified in the schedule within a reasonable time after it has been inspected and measured and finally approved and passed. The interim inspection, measurement and approval are for the purpose of interim payment only and the contractor shall continue to be liable for losses arising before the work is finally completed and handed over to the Chief Engineer.

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5. The amount of Rs. 140 deposited by the contractor as part security and the amount deducted on account of balance security under clause 1 shall stand as security pending due and faithful performance of the contract and shall be payable to the contractor only after satisfactory fulfilment of the contract, and the same shall be liable to be forfeited on the contractor failing to carry out the contract in whole or in part.

6. All works done by the contractor shall be in accordance with specification in the schedule. No materials shall be made use of in the work unless they are approved of by the Chief Engineer or his deputies. All rejected materials if not removed within a month from the date of rejection from the work site or premises, will become the property of the State, and the contracter shall have no claim to them whatever.

7. Transfers of the contract and its subletting are strictly prohibited except with the special sanction of the Chief Engineer to be obtained in writing and the contractor must always be represented on the work. In case a transfer or subletting of contract takes place without the Chief Engineer's sanction the contract is liable to be cancelled.

8. If the work done, has, in the opinion of the Chief Engineer so far fallen short of the specification in the schedule, whether on account of bad-workmanship or the use of defective or bad materials or is so unstable as to necessitate its being re-done, and the contractor on being required by the Chief Engineer to re-do it does not comply with requisition the Chief Engineer may either cancel the contract or make adequate deductions for such bad-work as he deems fit instead of cancelling the contract or proceeding otherwise.

9. If any work or portion of the work is rejected by the Chief Engineer whether on the ground of bad workmanship, or bad materials or want of stability, and the work rejected is such as does not necessitate the whole work being re-done, the Chief Engineer may call upon the contractor in writing to replace such work by better workmanship or better materials to the satisfaction of the Chief Engineer within a period to be therein fixed with reference to the nature of the work to be re-done; and if the contractor fails to comply with requisition, the Chief Engineer may fine the contractor and replace such rejected work by better workmanship or better materials instead of the contract being cancelled for such failure. In that case, all costs incurred by the Chief Engineer in this behalf shall be recoverable from the contractor either from the price payable to the contractor for the work done or otherwise.

10. Besides the grounds sanctioned in clause 2, 7, or 8 of this contract, the contract may be cancelled if the contractor, fails to commence the work before the date mentioned in clause 2 of this contract, or having begun it fails to finish it before the date therein mentioned, or if he is persistent in using materials which have been rejected by the Chief Engineer or his deputies.

11. If the contract is cancelled, whether for reason mentioned in clause 2, 7 or 8 or for any of the reasons mentioned in clause 10 or if the work left undone has to be executed and completed by the Sirkar at its own

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expense the contractor shall be liable to the Sirkar for all losses arising from the resale of the contract or otherwise and the amount of part security deposited by the contractor and the amount deducted on account of balance security under clause I shall be forfeited to the Sirkar and the amount drawn by the contractor up to that moment shall be refunded by him at once. The contractor shall within seven days of the cancellation of the contract, in writing refund to the Sirkar all amounts due from him on all accounts and shall remove from the work site or premises the work if any done by him. If the amounts due are not paid and the work removed within that period it may at once be demolished and removed at his expense by the Sirkar and the materials sold by public auction. The proceeds of the sale after meeting the expenses of removal and sale may be credited against the amounts due by the contractor on account of loss arising out of resale or otherwise.

12. In all cases in which the contract may be cancelled under the provisions hereinbefore contained in this contract, and in all cases of the failure by the contractor to fulfil any or all the terms of the contract, the Chief Engineer may impose a penalty of rupee one per cent per diem, or recover such liquidated damages as he considers reasonable from the contractor, instead of cancelling the contract or proceeding otherwise.

13. In all cases in which the contractor meets with any obstruction in proceeding with work, he shall give immediate notice of it in writing to the Chief Engineer and if he does not do so, he will not be allowed to plead the obstruction as the cause for the delay and he will be held liable as if no such obstruction had taken place.

14. Items for which lump sums are provided will be measured as far as possible and payment made at schedule rates with tendered deduction also all items whatsoever found necessary for the due and proper completion of the work although not definitely specified shall be done by the contractor, payment being made at schedule rates with tendered deduction.

15. Items of work requiring unskilled labour will be executed only through coolies recruited from the locality in which the work is situated. If for any reason this is found impracticable previous sanction of the Assistant Engineer in charge of the work or Chief Engineer will be obtained for importing such labour from elsewhere.

16. Government reserve to themselves the right to abandon the work at any stage if they find such a course necessary irrespective of what has been agreed to herein. Should the work be abandoned the Chief Engineer shall give due notice of the fact to the contractor who will not be entitled to claim any compensation by way of damages or indemnification on any account whatsoever.

In witness whereof the contractor and the Chief Engineer aforesaid have hereunto subscribed and set their respective hands the day and year firstabove written.

Signature of the above named contractor (Signed)

Signature of the above named Chief Engineer (Signed)

Witnesses 1. Signed.

2. Signed.

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Schedule to accompany agreement.

S. No.	*Particulars*	*Unit of calculation.*	*Rate.*
1	Earthwork excavation in clay soil and filling in for forming approach roads to the bridge with all charges and allowances	Unit	8 1 3
2.	R. C. work for piles with 1/2" ring granite jelly in cement concrete 1: 2: 2 excluding cost of iron materials	Cft.	1 3 3
3.	Driving down R. C. piles 12" sqr. to refusal	No.	12 0 0
4.	Hoisting and fixing R. C. girders B. S. S. tested in position	Ton.	5 8 0
5.	W. Iron works including drilling holes, etc., complete working charges	Lbs.	0 0 11
6.	Fixing iron bolts and nuts 2" dia. and 9" long	No.	0 0 3
7.	Do 7/8" dia. 3" long	do	0 0 3
8.	Do 1/2" dia. and 5" long	do	0 0 3
9.	R. C. work for slab with 2" ring granite jelly cement concrete 1: 2: 4: including staging extra watering, etc , complete and excluding cost of iron materials	Cft.	1 2 8
10.	$1\frac{1}{4}$" bore gas pipe painted 2 coats and fixed excluding cost of gas pipe	Rft.	0 0 3
11.	Blasted granite rough stone in cement mortor 1: 4	Unit	29 12 0
12.	Drilling holes in girders	No.	0 2 0
13.	Granite dry pitching with single stones of not less than $1\frac{1}{2}$ cft. in size	Unit	12 8 6
14.	Earthwork excavation and filling in light soil for foundation trenches	do	4 0 0
15.	Metalling roadway	L. S.	On actuals

Iron materials will be supplied by the Department

The contractor hereby agrees to carry out the work at $22\frac{1}{2}$ per cent less than the above rates as per details of the estimate without reference to the quantity and in strict conformity with the rules laid down in the Standard specification of the department and to the entire satisfaction of the Chief Engineer or his deputies.

Signature of the contractor (Sd.)
Signature of the Chief Engineer (Sd.)

Witnesses.—

1. Sd.
2. Sd.

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